

Contract Holder/Owner:

[NAME]
[ADDRESS]
[CITY ST ZIP]

Identification Page

OUTBOARD Information:

Serial Number:	[VIN Frame Number]
Make:	HONDA
Model:	[MODEL]
Year:	[0000]

HondaCare Protection Plan Information:

Contract Number:	[CONTRACT NUMBER]
Length of Coverage:	[COVERAGE TERM]
Contract Issuance Date:	[00-00-0000]
Contract Expiration Date:	[00-00-0000]
Contract Purchase Price:	[\$000.00] Contract
Deductible:	N/A

Issuing Dealer/Licensed Representative:

Dealer Name
Dealer Address
Dealer City, State
ZIP

Lienholder:

[LIENHOLDER NAME]
[ADDRESS]
[CITY, ST ZIP]

Refer to inside back cover for your ID card.

Dear [Customer Name]:

Congratulations on your purchase of a HondaCare Protection Plan. In American Honda's continuing effort to make your ownership experience as pleasurable and carefree as possible, we offer you this extended service coverage designed specifically for your HONDA OUTBOARD.

Please take the time now to carefully review and verify all of the pertinent information concerning your coverage. If the information is correct, remove the HondaCare ID Card on the inside of the back cover of this CONTRACT and keep it with you when you use your HONDA OUTBOARD. Also, please place your Contract in a safe place in case you need to refer to it in the future.

If you find any errors in your CONTRACT, please contact a Honda Dealer immediately.

Welcome to the Honda Family.

Sincerely,
AMERICAN HONDA MOTOR CO., INC.

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SAMPLE

HondaCare Plan

Terms & Conditions

This CONTRACT is entered into by and between American Honda Motor Co., Inc. ("American Honda") and the OWNER as listed on the IDENTIFICATION PAGE.

AMERICAN HONDA thanks YOU for purchasing this Honda Protection Plan. WE hope YOU will enjoy peace-of-mind knowing YOUR OUTBOARD(S) is protected in the unlikely event covered repairs are needed after the distributor's limited warranty expires. Unless otherwise specified in the State Specific Provisions for YOUR state, American Honda's obligations under this CONTRACT are backed by the full faith and credit of American Honda.

Please read the information contained in this coverage contract carefully. It explains the terms and conditions of the CONTRACT that YOU have purchased. Please verify the information listed on the IDENTIFICATION PAGE and in this CONTRACT is correct. If not, please contact YOUR DEALER. Again, thank YOU for choosing HondaCare.

I. DEFINITIONS

- A. ACTUAL CASH VALUE** means an amount equal to the replacement cost of YOUR OUTBOARD minus depreciation at the time of a MECHANICAL BREAKDOWN.
- B. CONTRACT** means this HondaCare Plan Service Contract.
- C. DEALER** means an authorized AMERICAN HONDA Marine Dealer.
- D. EFFECTIVE DATE** means the day on which YOUR coverage under this CONTRACT begins. YOUR coverage begins the day following the expiration of YOUR FACTORY WARRANTY.
- E. FACTORY WARRANTY** means the AMERICAN HONDA Distributor's Limited Warranty provided with the purchase of YOUR OUTBOARD.
- F. IDENTIFICATION PAGE** means the page on the inside front cover of this CONTRACT labeled "IDENTIFICATION PAGE."
- G. MECHANICAL BREAKDOWN** means the inability of a properly maintained part covered under this CONTRACT to perform the function for which it was designed, due to defects in materials or workmanship. **MECHANICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear**

and tear.

- H. **REPAIR COST** means the part and labor expense (and taxes, if applicable) necessary to repair or replace a covered part due to MECHANICAL BREAKDOWN, and to repair or replace any component damaged as a direct result of MECHANICAL BREAKDOWN of a covered part. REPAIR COST is determined by the DEALER's regular retail parts prices up to Manufacturer's Suggested Retail Price and current Honda Warranty Flat Rate Manual.
- I. **OUTBOARD** means the OUTBOARD motor identified on the IDENTIFICATION PAGE.
- J. **WE, US, OUR,** and **AMERICAN HONDA** mean the service contract provider, American Honda Motor Co., Inc., P.O. Box 2200, Torrance, CA 90509-2200, (800) 555-3496, a wholly owned subsidiary of the manufacturer, Honda Motor Company, Ltd., unless otherwise specified in the State Specific Provisions for YOUR state.
- K. **YOU, YOUR,** and **OWNER** mean the Contract holder named on the IDENTIFICATION PAGE or a subsequent retail owner of the OUTBOARD entitled to coverage and benefits under the terms of this CONTRACT.
- L. **YOUR DEALER** means the authorized AMERICAN HONDA Marine Dealer where this CONTRACT was purchased.

II. DURATION

Coverage under this CONTRACT begins on the EFFECTIVE DATE and expires on the expiration date as listed on the IDENTIFICATION PAGE.

III. WHAT IS COVERED

This CONTRACT provides that WE will repair or, at OUR option, replace any part damaged by MECHANICAL BREAKDOWN for the duration of the CONTRACT, **SUBJECT TO ALL TERMS AND CONDITIONS, AND EXCEPT AS SPECIFICALLY EXCLUDED HEREIN.**

Repairs must be performed by an authorized AMERICAN HONDA DEALER. There will be no charge to YOU for parts or labor for covered repairs. Parts repaired or replaced under this CONTRACT continue to be covered only for the duration of the CONTRACT. All replaced parts become the property of AMERICAN HONDA. The total amount of any reimbursement will not exceed the ACTUAL CASH VALUE of the OUTBOARD at the time of MECHANICAL BREAKDOWN as determined by standard publications for establishing OUTBOARD value. Repairs and

replacements will be made with new or remanufactured AMERICAN HONDA authorized parts of like kind and quality.

IV. YOUR OBLIGATIONS

- A. YOU must maintain YOUR OUTBOARD according to the maintenance schedule in the Owner's Manual and keep an accurate record of the maintenance, which may include:**
- 1. A maintenance record (such as the one in the Owner's Manual), which displays each date of service and work performed. Each entry should be signed or stamped by a person who is qualified to service YOUR OUTBOARD.**
 - 2. Copies of repair orders/receipts detailing performance of required maintenance, including dates.**
 - 3. A statement that YOU performed the maintenance yourself, stating the type of work performed and the date of service. This statement should be accompanied by receipts for the maintenance including replacement parts/filters/gaskets/fluids, etc. that YOU used.**
- B. YOU will have to pay for the maintenance of Your OUTBOARD, including service at the scheduled intervals. YOU may perform the work yourself if YOU have the skills to do so. This will NOT void this CONTRACT.**
- C. FAILURES CAUSED DIRECTLY BY YOUR LACK OF MAINTENANCE OR IMPROPER MAINTENANCE ARE NOT COVERED BY THIS CONTRACT.**
- D. WE recommend a DEALER as the best place for fulfilling YOUR maintenance obligation.**

V. HOW TO OBTAIN SERVICE

- A. ALL REPAIRS MUST BE PERFORMED BY AN AUTHORIZED AMERICAN HONDA DEALERSHIP.**
- B. If repairs are necessary, YOU should contact a DEALER who is authorized to service YOUR type of HONDA OUTBOARD during their normal service department business hours and arrange, at YOUR expense, to take YOUR OUTBOARD and any maintenance documents to the DEALER.**
- 1. Present this CONTRACT at the DEALER and describe**

YOUR OUTBOARD's problem. YOU may be asked to provide documentation of proper maintenance, which may consist of one or more of the following:

- a. A maintenance record (such as the one in the Owner's Manual), which displays each date of service and work performed. Each entry should be signed or stamped by a person who is qualified to service YOUR OUTBOARD.
 - b. Copies of repair orders/receipts detailing performance of required maintenance, including dates.
 - c. A statement that YOU performed the maintenance yourself, stating the type of work performed and the date of service. This statement should be accompanied by receipts for the maintenance, including replacement parts/filters/gaskets/fluids, etc. that YOU used.
2. If the problem is determined to be a covered MECHANICAL BREAKDOWN, arrangements will then be made to complete covered repairs.

C. FAILURE TO PERFORM ANY MAINTENANCE SERVICE(S) OR TO PROVIDE ADEQUATE PROOF OF MAINTENANCE, AS REASONABLY DETERMINED BY AMERICAN HONDA, WILL RESULT IN DENIAL OF COVERAGE IF A PART FAILS DUE TO YOUR FAILURE TO PROPERLY MAINTAIN YOUR OUTBOARD.

NOTE: It is necessary that YOUR maintenance records remain with YOUR OUTBOARD for use by subsequent owners.

VI. EMERGENCY REPAIRS

- A.** If it is necessary for YOU to obtain emergency repairs after normal business hours, or by anyone other than an authorized Honda DEALER, **YOU MUST CALL AMERICAN HONDA AT (800) 555-3496 FOR PRIOR AUTHORIZATION FOR REPAIRS AND INSTRUCTIONS FOR OBTAINING REIMBURSEMENT, BEFORE INCURRING ANY REPAIR COSTS.** AMERICAN HONDA's office is open weekdays from 8:30 am to 5:00 pm, Pacific Time, excluding holidays.
- B.** If YOU must obtain emergency repairs when AMERICAN HONDA's office is closed, repairs may be performed as follows:
1. YOUR OUTBOARD must be inoperable as a result of a MECHANICAL BREAKDOWN.
 2. YOU must pay the repair facility and submit a claim for reimbursement to AMERICAN HONDA.

3. YOU must notify AMERICAN HONDA of the repair by a non- Honda repair facility on the next business day.
4. YOU must submit to AMERICAN HONDA a written description of the repair and a detailed work order from the repair facility within 30 days after the repair.
5. YOU must make any parts available for inspection by AMERICAN HONDA. AMERICAN HONDA reserves the right to inspect YOUR OUTBOARD to gather necessary information regarding any claim.

C. THE FOLLOWING WILL NOT BE COVERED WITHOUT PRIOR AUTHORIZATION:

1. **NON-EMERGENCY REPAIRS PERFORMED BY ANYONE OTHER THAN AN AUTHORIZED HONDA DEALER.**
2. **EMERGENCY REPAIRS PERFORMED BY ANYONE OTHER THAN AN AUTHORIZED HONDA DEALER WHEN AMERICAN HONDA'S OFFICE IS OPEN.**

VII. WHAT IS NOT COVERED

A. THIS CONTRACT DOES NOT COVER:

1. **ACCESSORIES; and**
2. **PROPELLERS**
3. **FAILURES WHICH ARE NOT DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP**
4. **REGULAR OR REQUIRED MAINTENANCE**
5. **REPLACEMENT OF EXPENDABLE MAINTENANCE ITEMS INCLUDING, BUT NOT LIMITED TO:**
 - a. **SPARK PLUGS**
 - b. **GASKETS**
 - c. **FILTERS**
 - d. **HOSES**
 - e. **COOLANT**
 - f. **BELTS**
 - g. **LUBRICANTS**
6. **PARTS AFFECTED OR DAMAGED BY:**
 - a. **IMPROPER INSTALLATION OF PARTS OR ATTACHMENTS**
 - b. **UNSUITABLE USE IN AN APPLICATION FOR WHICH THE PART WAS NOT DESIGNED**
 - c. **INCORPORATION OR USE OF UNSUITABLE ATTACHMENTS OR PARTS**
 - d. **ANY REPAIR, IF A NON-AUTHORIZED PART OR ACCESSORY CAUSED OR CONTRIBUTED TO**

THE BREAKDOWN OR DAMAGE

- e. **ACCIDENT AND/OR COLLISION**
 - f. **DETERIORATION FROM THE ELEMENTS**
 - g. **LACK OF REQUIRED MAINTENANCE**
 - h. **NEGLECT**
 - i. **NORMAL WEAR & TEAR**
 - j. **MISUSE**
 - k. **NATURAL DISASTER**
 - l. **ACTS OF NATURE**
 - m. **IMPROPER MAINTENANCE**
 - n. **ABUSE**
 - o. **UNAUTHORIZED ALTERATION OF ANY PART**
 - p. **VANDALISM**
 - q. **THEFT**
 - r. **FIRE**
- 7. **CORROSION TO STEERING SYSTEM OR ELECTRICAL COMPONENTS, CORROSION DUE TO ELECTROLYSIS, WATER BORN FOREIGN CHEMICALS, IMPROPTER SERVICE OR CORROSION CAUSED BY DAMAGE OR ABUSE**
 - 8. **GROWTH OF MARINE ORGANISMS ON MOTOR SURFACES, ETHERAL OR INTERNAL**
 - 9. **REPAIRS PERFORMED IN NON-COMPLIANCE WITH STANDARDS AND CONDITIONS SET FORTH BY AMERICAN HONDA FOR SUCH SERVICE, AND REIMBURSEMENT FOR SUCH SERVICE, INCLUDING REPAIRS WITHOUT PRIOR AUTHORIZATION WHICH REQUIRE SUCH AUTHORIZATION.**
- B. THE FOLLOWING ACTIVITIES WILL VOID HONDACARE COVERAGE OF THE OUTBOARD:**
- 1. **COMMERCIAL (FOR HIRE)**
 - 2. **RENTAL**
 - 3. **COMPETITION**
 - 4. **RACING**
- C. AMERICAN HONDA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR:**
- 1. **LOSS OF TIME;**
 - 2. **LOSS OF USE OF THE OUTBOARD;**
 - 3. **TRANSPORTATION EXPENSES;**
 - 4. **PERSONAL EXPENSES;**
 - 5. **ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE; OR**

6. PRE-EXISTING CONDITIONS.

VIII. TRANSFER & CANCELLATION

A. TRANSFER

1. **This CONTRACT may be transferred to a subsequent owner of the OUTBOARD at the request of the original purchaser. THIS CONTRACT DOES NOT TRANSFER AUTOMATICALLY TO A SUBSEQUENT OWNER OF THE OUTBOARD AND MAY ONLY BE TRANSFERRED AT THE REQUEST OF THE ORIGINAL PURCHASER OF THE CONTRACT, EXCEPT AS DESCRIBED IN SECTION VIII.A.5, BELOW.**
2. **THIS CONTRACT CANNOT BE TRANSFERRED TO ANOTHER OUTBOARD.**
3. To transfer this CONTRACT to a subsequent owner of the OUTBOARD, the original purchaser should inform any authorized Honda DEALER of their intent to transfer the CONTRACT and obtain and complete a transfer form. The authorized Honda DEALER will help register the OUTBOARD's change of ownership and transfer of the CONTRACT to the subsequent purchaser at no charge.
4. The subsequent owner of the OUTBOARD should verify that the OUTBOARD's change of ownership information is conveyed to AMERICAN HONDA and ensure that the OUTBOARD's service history stays with the OUTBOARD when the ownership is transferred.
5. **THIS CONTRACT MAY NOT BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE OUTBOARD WITHOUT THE EXPRESS PERMISSION OF THE ORIGINAL PURCHASER AND A COMPLETED TRANSFER FORM; IN THE EVENT OF A TRADE-IN, THE CONTRACT MAY BE TRANSFERRED TO THE DEALER WITH THE EXPRESS PERMISSION OF THE ORIGINAL PURCHASER IN WHICH CASE THE DEALER MAY TRANSFER THE CONTRACT TO A SUBSEQUENT PURCHASER OF THE OUTBOARD. IN THIS CASE, THE DEALER IS NOT ENTITLED TO COVERAGE UNDER THE CONTRACT OR TO RECEIVE A REFUND.**

B. CANCELLATION

1. YOU may cancel this CONTRACT at any time for any reason through any authorized Honda DEALER by completing and submitting to AMERICAN HONDA a

cancellation form. Proof of OUTBOARD ownership or lienholder information is required when applying for cancellation.

2. **THIS CONTRACT MAY ONLY BE CANCELLED BY THE CONTRACT HOLDER OF RECORD AND ONLY BY COMPLETING AND SUBMITTING TO AMERICAN HONDA A CANCELLATION FORM.**
3. Upon cancellation of the CONTRACT, YOU are entitled to a refund as specified below:
 - a. If YOU cancel this CONTRACT within sixty (60) days of the Effective Date and no claim has been made, YOU will receive a full refund of the purchase price, less a \$25.00 processing fee where permitted by state law.
 - b. If YOU cancel this CONTRACT after sixty (60) days of the Effective Date or if a claim has been made, YOU will receive a pro-rata refund based on the term remaining, less any claims paid under the CONTRACT and a \$25.00 processing fee where permitted by state law.
 - c. If this CONTRACT was financed and a discharge of lien is provided, the check will be made payable to the OWNER of the OUTBOARD requesting cancellation.
 - d. If this CONTRACT was financed and a discharge of lien is not provided, any refund amount will be issued to the lienholder.
 - e. In the event of a loan default or repossession for which the lienholder has been unable to reach the OWNER, the lienholder may request the check be made payable to the lienholder.
4. WE may cancel this CONTRACT at any time for the following reasons by sending notice of the cancellation including the effective date and reason for cancellation to YOUR last known address fifteen (15) days prior to the effective date of the cancellation:
 - a. Nonpayment of the provider fee.
 - b. Fraud or material misrepresentation related to this CONTRACT.
 - c. Substantial breach of this CONTRACT.
5. If WE cancel this CONTRACT, YOU will receive a pro-rata refund of the unearned provider fee unless the cancellation is due to YOUR nonpayment of the provider fee.
6. Cancellation requests may require three to four weeks for

processing.

IX. CUSTOMER SATISFACTION

YOUR satisfaction and goodwill are important to the DEALER and AMERICAN HONDA. Normally, any problems with the OUTBOARD will be handled by the DEALER's Service Department. Sometimes, however, in spite of the best intentions of all concerned, misunderstandings may occur. If YOUR problem has not been handled to YOUR satisfaction, WE suggest YOU take the following action:

- A. Discuss the problem with a member of the DEALER's management. Often complaints can be quickly resolved at that level. If the problem has already been reviewed with the Service Manager, contact the General Manager or owner of the DEALER.
- B. If YOUR problem still has not been resolved to YOUR satisfaction, please write Power Equipment Customer Service Department, American Honda Motor Co., Inc., 4900 Marconi Dr., Alpharetta, GA 30005-8847 or YOU may call Power Equipment Customer Service at (770) 497-6400. WE will need the following information in order to assist YOU:
 - a. YOUR Name, Address, and Telephone Number
 - b. Model and OUTBOARD Serial Number
 - c. Date of Purchase
 - d. DEALER Name and Address
 - e. Nature of Problem
- C. After reviewing all the facts, Customer Service will contact YOU and advise what action can be taken. Please bear in mind that YOUR problem will likely be resolved at the DEALER, using the DEALER's facilities, equipment, and personnel. For this reason, it is important that YOUR initial contact be with the DEALER.

X. STATE SPECIFIC PROVISIONS

These special state requirements apply if YOUR CONTRACT was purchased in one of the following states and supersede any other provisions herein to the contrary:

- A. **Alabama**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-

five (45) days of return of the CONTRACT to US.

- B. **Arizona:** In calculating YOUR refund due upon cancellation of this CONTRACT, no claims paid will be deducted. This CONTRACT may not be cancelled or voided by US due to acts or omissions by US or OUR assignees or subcontractors for failure to provide correct information or failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. If YOU cancel this CONTRACT, the cancellation fee is \$25 or 10% of the purchase price of the CONTRACT, whichever is less.
- C. **Arkansas:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described section VIII.B.3.a of this CONTRACT no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider.
- D. **California:** This CONTRACT is considered a vehicle service contract in California, however, coverage is expressly limited to the OUTBOARD YOU have purchased and DOES NOT APPLY to any other aspect of the watercraft that the OUTBOARD is located on. The term "MECHANICAL BREAKDOWN" is deleted and replaced with "MECHANICAL FAILURE" throughout the entirety of this CONTRACT. A claim filed under this CONTRACT will not be denied solely on YOUR inability to provide proof of satisfaction with the maintenance requirements in accordance with the Owner's Manual. However, if the MECHANICAL FAILURE is a result of a lack of maintenance to the OUTBOARD in accordance with the Owner's Manual, then WE may deny the claim. If any promise made in the CONTRACT has been denied or has not been honored within 60 days after YOUR request, YOU may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov). Section VIII.B.3.a-b are deleted and replaced as follows: If YOU cancel this CONTRACT within the first 60 days after receipt of this CONTRACT, WE will provide YOU with a full refund if no claims have been made. If YOU cancel this CONTRACT within the first 60 days after receipt of this CONTRACT but claims have been made, then YOU will receive a pro-rata refund based on the elapsed time. No processing fee will apply if YOU cancel this CONTRACT within 60 days of receipt. If YOU cancel this CONTRACT after 60 days of receipt, YOU will receive a pro rata refund based on elapsed

time, less a processing fee of the lesser of \$25 or 10% of the purchase price of this CONTRACT.

Section VIII.B.3.c-d are deleted and replaced as follows: If WE cancel this CONTRACT within 60 days, WE will refund to YOU the full purchase price of this CONTRACT if no claim has been made. If a claim has been made and WE cancel within 60 days, YOU will receive a pro rata refund, less the amount of any claims paid. WE will mail notice of cancellation stating the specific ground for cancellation to YOU postmarked before the 61st day after the date this CONTRACT is sold. This CONTRACT will terminate five days after the postmark date of the notice. Any refund will be paid within 30 days from the date of cancellation.

WE may cancel this CONTRACT at any time for YOUR nonpayment. If WE cancel for nonpayment, WE will mail notice of cancellation stating the specific grounds for cancellation and if any refund is owed, the refund will be paid within 30 days of cancellation. This CONTRACT will terminate five days after the postmark date of the notice.

WE may cancel this CONTRACT at any time for YOUR material misrepresentation or fraud. If WE cancel for material misrepresentation or fraud, WE will mail notice of cancellation stating the specific nature of misrepresentation to YOU. WE will provide a pro-rata refund of the purchase price which will be paid within 30 days of cancellation. This CONTRACT will terminate five days after the postmark date of the notice.

If WE cancel this CONTRACT, WE remain liable for any claim reported to a person designated in the CONTRACT for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this CONTRACT. YOU are deemed to have reported a claim if YOU have completed the first step required under this CONTRACT for reporting a claim.

Provision VII.B is amended to state that coverage under this CONTRACT is excluded for MECHANICAL FAILURE due to racing, competition, or rental of the OUTBOARD, rather than voiding coverage.

- E. **Colorado:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described section IVIII.B.3.a of this CONTRACT no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days

of return of the service contract to the provider. The cancellation fee described in section VIII.B.3.b of this CONTRACT shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT. For Colorado, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service or refund has not been completed within sixty (60) days after proof of loss or refund request has been filed with US, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll-free number at (866) 306-6694.

- F. **District of Columbia:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described section VIII.B.3.a of this CONTRACT no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider. The cancellation fee described in section VIII.B.3.b of this CONTRACT shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT.
- G. **Florida:** For Florida only, the obligor under this CONTRACT is American Honda Service Contract Corporation, 20800 Madrona Avenue, Torrance, CA 90503, (310) 972-2473, license number 60083. The rate charged for this CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation. If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described section VIII.B.3.a of this CONTRACT, YOU will receive a full refund less any claims paid. No processing fee will be charged if YOU cancel this CONTRACT within sixty (60) days unless claims are paid, in which case there is a processing fee of the lesser of \$25 or five percent (5%) of the gross premium paid by you. If YOU cancel this CONTRACT after sixty (60) days, YOU will receive a pro-rata refund based on the term remaining, less any claims paid under the CONTRACT and a processing fee of the lesser of \$25 or ten percent (10%) of the unearned pro rata purchase price of this CONTRACT. WE may only cancel this CONTRACT after it has been in effect for sixty (60) days for the following reasons: there has been a material misrepresentation or fraud at the time of sale of this CONTRACT, YOU have failed to maintain the OUTBOARD as prescribed by the manufacturer, or YOUR nonpayment. If WE cancel for nonpayment, WE will

provide YOU notice of cancellation by certified mail.

- H. **Georgia:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, YOU will receive a full refund less any claims paid. No cancellation fee will be charged if YOU cancel this CONTRACT within sixty (60) days. If YOU cancel this CONTRACT after sixty (60) days, YOU will receive a pro-rata refund based on the term remaining, less any claims paid under the CONTRACT and a processing fee of the lesser of \$25 or ten percent (10%) of the unearned pro rata purchase price of this CONTRACT. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider. If WE cancel this CONTRACT as described in section VIII.B.5, notice of such cancellation will be given no less than thirty (30) days before the effective date of cancellation. This is not a contract of insurance
- I. **Hawaii:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION Page as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider. For Hawaii, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with US, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll-free number at (866) 306-6694.
- J. **Illinois:** Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT.
- K. **Maine:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. The cancellation fee described in section VIII.B.3.b of this CONTRACT, shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of the CONTRACT. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the

request.

- L. **Maryland**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A penalty of ten percent (10%) of the value of consideration paid for this CONTRACT per month shall be added to a refund not made within forty-five (45) days of the request. This CONTRACT is extended automatically when WE fail to perform the services under this CONTRACT. This CONTRACT does not terminate until the services are provided in accordance with the terms of this CONTRACT.
- M. **Massachusetts**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- N. **Minnesota**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- O. **Missouri**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- P. **Nevada**: A ten percent (10%) penalty per every thirty (30) days shall be added to a refund not made within forty-five (45) days of the request. If this CONTRACT has been in effect for at least seventy (70) days, WE may not cancel this CONTRACT before the expiration date or one year from the effective date, whichever occurs first, except for the following reasons: Nonpayment of the provider fee; Fraud or material misrepresentation by You in obtaining this CONTRACT or in presenting a claim for service; or Discovery of an act or omission by You or violation by You of any condition of this CONTRACT which occurred after the effective date of the CONTRACT and which substantially and materially increases the service required under the CONTRACT.

This CONTRACT is not renewable.

No claims paid will be deducted from any refund owed. If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. If YOU cancel this CONTRACT as described in section VIII.B.3.b, a cancellation fee of \$25 will be deducted from any refund owed.

If YOU are not satisfied with the manner in which WE are handling a claim on the CONTRACT, YOU may contact the Nevada Commissioner toll-free (888) 872-3234.

- Q. **New Hampshire**: Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT. No claims paid will be deducted from any refund owed. In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852- 3416
- R. **New Jersey**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. If no claim has been made and YOU cancel within the first sixty (60) days, a ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- S. **New Mexico**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT. A ten percent (10%) penalty for each thirty-day period or portion thereof shall be added to a refund not made within sixty (60) days of the request. If this CONTRACT has been in effect for at least seventy (70) days, WE may not cancel this CONTRACT before the expiration date or one year from the effective date, whichever occurs first, except for the reasons stated in section VIII.B.4 of this CONTRACT.
- T. **New York**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no

cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the request.

- U. **North Carolina**: Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the pro rata refund amount.
- V. **Oklahoma**: This is not an insurance contract. Coverage afforded under this CONTRACT is not guaranteed by the Oklahoma Insurance Guaranty Association. Any cancellation fee described under this CONTRACT shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of the CONTRACT.
- W. **South Carolina**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.
- X. **Texas**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described section VIII.B.3.a of this CONTRACT, YOU will receive a full refund less any claims paid. No cancellation fee will be charged if YOU cancel this CONTRACT within sixty (60) days. If YOU cancel this CONTRACT after sixty (60) days, YOU will receive a pro-rata refund based on the term remaining, less any claims paid under the CONTRACT and a \$25.00 processing fee. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request. YOU may contact the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas, 78711, (800) 803-9202, if YOU have an unresolved complaint or have any questions concerning the regulation of service contract providers.
- Y. **Utah**: This CONTRACT is subject to limited regulation by the Utah Insurance department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this CONTRACT is not guaranteed by the Property and Casualty Guaranty Association.

- Z. **Vermont**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section III.B.3.A of this CONTRACT, no cancellation fee will be charged.
- AA. **Virginia**: If any promise made in the CONTRACT has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.
- BB. **Washington**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty shall be added to a refund not made within thirty (30) days of the request. If WE cancel this CONTRACT, any required cancellation notice will be sent to YOU twenty-one (21) days before the effective date of cancellation.
- CC. **Wisconsin**: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT; provided, however, that no cancellation fee will be charged if the CONTRACT is canceled pursuant to section VIII.B.3.a. In the event of a total loss of the OUTBOARD, YOU may cancel this CONTRACT and receive a pro rata refund of any unearned purchase price of this CONTRACT, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request. For Wisconsin, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with US, or if we become insolvent or otherwise financially impaired, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll free number at (866) 306-6694.
- DD. **Wyoming**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section VIII.B.3.a of this CONTRACT, no

cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.

SAMPLE

Back Cover
Inside

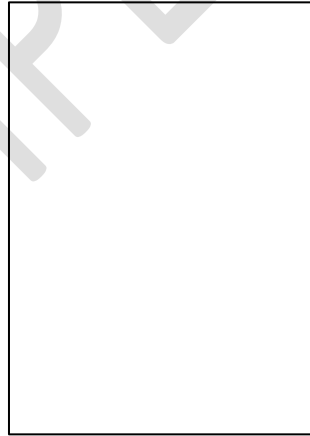
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Contract #:
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